

A. G. Contract No. KR911725TRD
ECS File: JPA 91-98
Project: F-022-4-530/H 2929 01D
Section: US-70 Duncan

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF DUNCAN

THIS AGREEMENT is entered into 18 September, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF DUNCAN, acting by and through its TOWN COUNCIL (the
"Town").

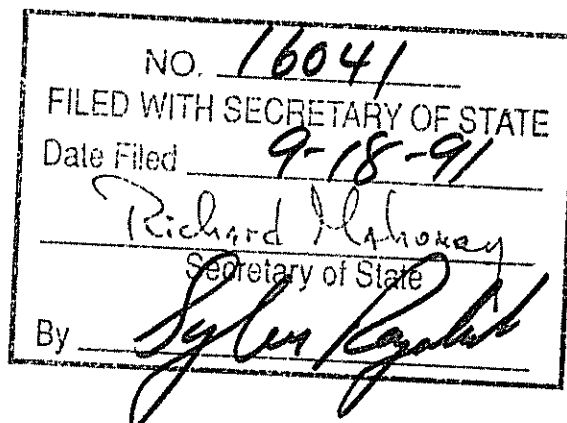
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. The State and the Town desire to participate in the
design and construction of drainage improvements to US-70 in
the Town, to include curb, gutter, sidewalk, fencing and
drainage ditch armoring between MP 378.19 and 378.86 more or
less, hereinafter referred to as the Project, at an estimated
cost of \$337,000.00, all at State expense, for the safety and
benefit of the public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents and services necessary for construction bidding and construction. Incorporate Town review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the Project on behalf of the Town and the State, and provide maintenance within the State right-of-way, except for sidewalks.

2. The Town will:

a. Review the design documents and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the Town.

c. Provide maintenance outside the State right-of-way, and to sidewalks in the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Duncan
Town Manager
501 4th Street
Duncan, AZ 85534

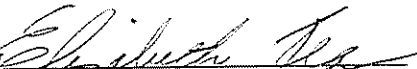
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

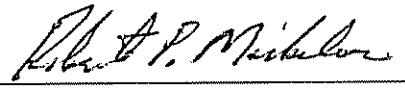
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF DUNCAN

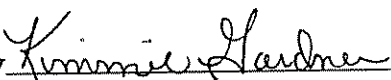
STATE OF ARIZONA

Department of Transportation

By 
ELIZABETH TEA
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

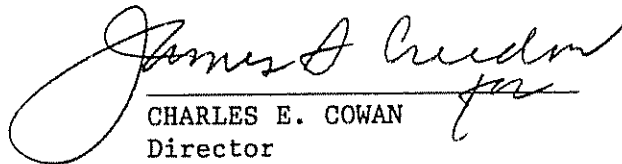
ATTEST:

By 
KIMMIE GARDNER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 23rd day of July 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Duncan for the purpose of defining responsibilities for the construction and maintenance of drainage improvements to US-70 within the Town.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN
Director

SPECIAL MEETING
DUNCAN TOWN COUNCIL
AUGUST 19, 1991-10:00 A.M.
DUNCAN COMMUNITY ROOM

CALL TO ORDER: MAYOR TEA CALLED THE MEETING TO ORDER AT 10:00 A.M.

ROLL CALL OF COUNCILMEMBERS: PRESENT ELIZABTH TEA, SUSIE MURRAY, CHARLES BILLINGSLEY. ABSENT DOYLE CLARK.

PLEDGE OF ALLEGIANCE: LED BY MAYOR TEA.

1. CALL TO PUBLIC. TOWN MANAGER REPORTED THAT HE HAD TALKED TO THE HEALTH DEPARTMENT ON THE SWIMMING POOL AND HAS COMPLETED THE HEALTH REQUIREMENTS OF THE SWIMMING POOL. AN INSPECTOR WILL BE IN THIS WEEK. TOWN MANAGER ORDERED SOME THINGS THAT WERE NEEDED FOR THE SWIMMING POOL. TOWN MANAGER ANNOUNCED THAT HE WAS LOOKING INTO OPENING THE POOL LABOR DAY WEEK. MAKING IT FREE SO THE COMMUNITY CAN SWIM BEFORE THE SEASON IS OVER. THE POOL WILL BE OPEN SUNDAY AND MONDAY BECAUSE OF THE CHILDREN OFF FOR HOLIDAY. TUESDAY AND WEDNESDAY AND THURSDAY. CLOSE ON FRIDAY AND REOPEN ON SATURDAY. THIS WILL GIVE STUDENTS THREE FULL DAYS TO SWIM. NO FURTHER PUBLIC COMMENTS WERE MADE.

2. SWEARING IN OF NEW COUNCILMEMBER. JOE CROOM: MAYOR TEA SWORE IN JOE CROOM AS COUNCILMEMBER TO FILL THE VACANT POSITION OF MARY CROTEAU.

3. ADOPT TAX LEVY LIMIT FOR FISCAL YEAR 1991-92: COUNCIL REVIEWED THE TAX LEVY. ELIZABETH TEA MOVED TO ENTERTAIN A MOTION TO APPROVE. SECONDED BY SUSIE MURRAY. MOTION CARRIED.

4. I.G.A. AGREEMENT BETWEEN STATE OF ARIZONA AND TOWN OF DUNCAN: MAYOR TEA EXPLAINED THAT IT WAS AN AGREEMENT THAT THE TOWN OF DUNCAN DESIRES TO PARTICIPATE IN THE DESIGN AND CONSTRUCTION OF DRAINAGE IMPROVEMENTS TO US-70 IN THE TOWN. IT WAS ALSO READ THAT AFTER CONSTRUCTION IT WOULD BE THE TOWN THAT WOULD PROVIDE MAINTENANCE OUTSIDE THE STATE RIGHT OF WAY AND TO SIDEWALKS IN THE STATE RIGHT OF WAY. AFTER A SHORT DISCUSSION ON THE I.G.A. AGREEMENT. SUSIE MURRAY MADE A MOTION TO ACCEPT THE I.G.A. AGREEMENT. SECONDED CHARLES BILLINGSLEY. MOTION CARRIED.

5. AGREEMENT ON EMPLOYEE BENEFITS: THIS ITEM WAS TABLED UNTIL A LATER DATE.

6. SEWER/REFUSE BILLING ON TRAILER COURT/LAUNDRY MAT: MAYOR TEA SAID THAT JOHN RHODES REQUESTED THAT HIS SEWER AND REFUSE COLLECTION BE COMBINED ON ONE BILLING. AFTER DISCUSSION ON THE MATTER. CHARLES BILLINGSLEY MADE A MOTION TO COMBINE INTO ONE BUSINESS CHARGE FOR SEWER AND REFUSE. SECONDED BY JOE CROOM. MOTION CARRIED.

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SPECIAL MEETING MINUTES
DUNCAN TOWN COUNCIL
AUGUST 19, 1991-10:00 A.M.

CONTINUED:

6. TOWN CLERK EXPLAINED THAT MR. RHODES WOULD LIKE THE REFUSE BILLING THE SAME ON BOTH BAR BUSINESSES. AFTER DISCUSSION, CHARLES BILLINGSLEY MADE A MOTION TO TALK TO FRANK AND SEE HOW HE IS PICKING UP THE GARBAGE AT THE BONNIE HEATHER AND THE RIVERFRONT LOUNGE, AND THEY SHOULD BE BILLED THE SAME, WHETHER IT IS \$27.00 OR \$12.00. SECONDED BY ELIZABETH TEA. MOTION CARRIED.

7. ADJOURN: ELIZABETH TEA MADE A MOTION TO ADJOURN AT 10:18 A.M. SECONDED BY SUSIE MURRAY. MOTION CARRIED.

CERTIFICATION:

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE SPECIAL MEETING OF THE TOWN COUNCIL OF DUNCAN HELD ON THE 19TH DAY OF AUGUST, 1991. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

DATED THIS DAY OF AUGUST 20, 1991



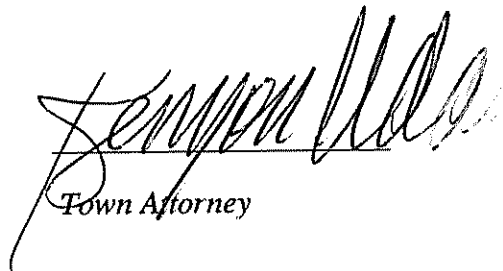
KIMMIE GARDNER, TOWN CLERK

JPA 91-98

APPROVAL OF THE DUNCAN TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF DUNCAN and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 19th day of August, 1991.


Town Attorney

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Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin
XXXXXXXXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR911725TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of September, 1991.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section